

EXHIBIT B

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

LIGHTENING USA INC.,

Plaintiff,

v.

**MULTALER ET CIE and MULTALER,
INC. d/b/a YON-KA PARIS,**

Defendants.

Civil Action No. 20-CV-2099-WFK-SJB

ECF CASE

CONSENT JUDGMENT OF NON-INFRINGEMENT

WHEREAS, Lightning USA Inc. (hereinafter “Lightning”) commenced an action against Multalier Et Cie and Multaler, Inc. d/b/a Yonka Paris (collectively hereinafter “Yonka”) on or about May 7, 2020 with the filing of a Complaint for Declaratory Judgment in the United States District Court for the Eastern District of New York captioned *Lightening USA Inc., v. Multaler Et Ci and Multaler, Inc. d/b/a Yon-Ka Paris*, Civil Action No. 20-cv-2099 (the “Action”);

WHEREAS, Lightning advertised, marketed and sold YONKA® products on the Amazon.com storefront, Beauty Pageant;

WHEREAS, in or about late September 2019, in response to two claims made by Yonka USA, Amazon suspended the sale of certain Yonka® products being advertised, marketed, offered for sale and sold by Lightning on the Beauty Pageant storefront on Amazon.com, including but not limited to the following YONKA® products being sold under the following ASINs: B00D3VD0DM, B00FPDL7AE, B00A6U5LI0, B00D58XTIO, B00DST52CQ, B00FPGW5G, B00XCLKASG, B000GZ7GH4, B00FPC3QH2, B00AO0DHH4 and B00OS1B736 prior to and



including the date the Action was filed and as set forth on the invoice provided by Lightening to Yonka under the Settlement Agreement (collectively, the “YONKA® Products”);

WHEREAS, in the Action, Lightening has sought a declaration of non-infringement of Yonka’s trademarks and trade dress pertaining to the advertising, marketing, promotion, offer for sale, distribution and sale of authentic YONKA® branded beauty products with respect to the YONKA® Products, including the YONKA® trademark and associated trade dress in packaging of the YONKA® Products which are advertised and sold by Lightening on the Amazon.com platform;

WHEREAS, in the Action, Lightening has also asserted affirmative claims against Yonka for disparagement, tortious interference with business relations, defamation and unfair competition, all resulting from false statements and complaints of counterfeiting filed by Yonka against Lightening to Amazon.com;

WHEREAS, Yonka denies all material allegations and claims of disparagement, tortious interference with business relations, defamation and unfair competition, which have been asserted by Lightening;

WHEREAS, in lieu of Yonka filing an Answer, Lightening and Yonka have actively participated settlement discussions since the filing of the Complaint and have, in addition to this Consent Judgment, entered into a confidential settlement agreement, whereby the Action, including all asserted claims, has been resolved on mutually agreeable terms; and,

WHEREAS, the undersigned parties further wish to enter into this Consent Judgment, it is now hereby

ORDERED AND ADJUDGED, as follows:

1. Lightening's actions with respect to the YONKA® Products, including without limitation, the advertisement, marketing, promotion, offer for sale, distribution and sale of the YONKA® Products do not infringe, and do not constitute an infringement or counterfeiting of, any of Yonka's trademark and/or trade dress rights under the Lanham Act, 15 U.S.C. § 1051 et seq.

2. The YONKA® Products advertised, marketed, promoted, offered for sale, distributed and sold by Lightening are genuine and authentic YONKA® branded products, which do not infringe and do not constitute a counterfeit of Yonka's trademark and/or trade dress rights under the Lanham Act, 15 U.S.C. § 1051 et seq.

3. Lightening may continue to advertise, market, promote, offer for sale, distribute and sell the YONKA® Products on the Amazon.com platform, as well as any other online, wholesale, retail and/or brick-and-mortar establishment.

4. Nothing contained in this Consent Judgment is or shall be construed as an admission, express or implied, of any improper or illegal conduct, or of any culpability or liability on the part of Lightening and/or Yonka.

5. This Consent Judgment shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, executors, affiliates, legal representatives, successors, and assigns.

6. Each party will bear its own costs and attorneys' fees that have accrued on or before the execution of this Consent Judgment.

7. Each of the signatories warrant and represent that they have full authorization to enter into the Consent Judgment on behalf of the respective parties named below.

8. Signatures transmitted electronically or by facsimile shall be deemed original.

A handwritten signature in black ink, appearing to be a stylized 'J' or 'L' followed by a flourish.

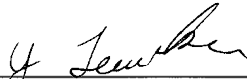
9. The Court shall retain jurisdiction over the parties to this Action to enforce the terms of this Consent Judgment between the parties.

10. This Consent Judgment constitutes the Court's Final Judgment pursuant to Fed. R. Civ. P. 54.

11. The parties hereto have waived appeal from this Final Consent Judgment or challenge to it in any way.

I hereby agree to the form and entry of the above Consent Judgment.

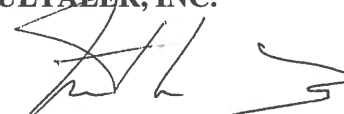
LIGHTENING USA INC.,


By: _____

MULTALER ET CIE


By: _____

MULTALER, INC.


By: _____

SO ORDERED on this 13 day of August 2020:

s/ WFK

HON. WILLIAM F. KUNTZ, II, U.S.D.J.